

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Street Lighting Agreement with Florida Power and Light**DEPARTMENT:** Environmental Services **DIVISION:** Solid Waste Management**AUTHORIZED BY:** Robert G. Adolphe, P.E. **CONTACT:** David Gregory **EXT.** 2022**Agenda Date** 07-22-03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Street Lighting Agreement for new light to be installed at the Osceola Road Landfill entrance.

**BACKGROUND:**

The Solid Waste Management Division (SWMD) requested that Florida Power and Light (FPL) install a street light at the intersection of Osceola Road and the entrance to the Osceola Road Landfill. This light is needed to address safety concerns related to truck traffic at the intersection during non-daylight hours. Currently there is no lighting in this area.

FPL's standard agreement requires acceptance by Seminole County. According to information provided by FPL, the monthly charge for this light will be \$6.61 (subject to FPL's standard terms and conditions) invoiced on the landfill's electric bill.

Reviewed by:	<u>6-11-03</u>
Co Atty:	<u>B. Dietrich</u>
DFS:	<u>N/A</u>
Other:	<u>N/A</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>C ESSO1</u>



FPL Account Number: 06361-15800

FPL Work Order Number: WR# 485964: IWR# 7435-40-231

### STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **SEMINOLE COUNTY** (hereinafter called the Customer), requests on this \_\_\_\_ day of \_\_\_\_\_, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) 1930 OSCEOLA ROAD, entrance to OSCEOLA LANDFILL located in Geneva/ Seminole County, Florida.  
( city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed		
Fixture Rating (in Lumens)	Fixture Type	# Installed
16,000	HPSV (COBRA)	1

Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

Conductors Installed	Conductors Removed
Feet not Under Paving	Feet not Under Paving
Feet Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): N/A

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

#### FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

#### THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$N/A prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
- the addition of street lighting facilities;
  - the removal of street lighting facilities; and
  - the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this Agreement are removed, either at the request of the Customer or through termination or breach of this Agreement by the Customer, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this Agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement, except for payment of bills for electric energy or service during such discontinuance.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
16. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.


IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

SEMINOLE COUNTY  
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: \_\_\_\_\_  
Signature (Authorized Representative)

By:  \_\_\_\_\_  
(Signature)

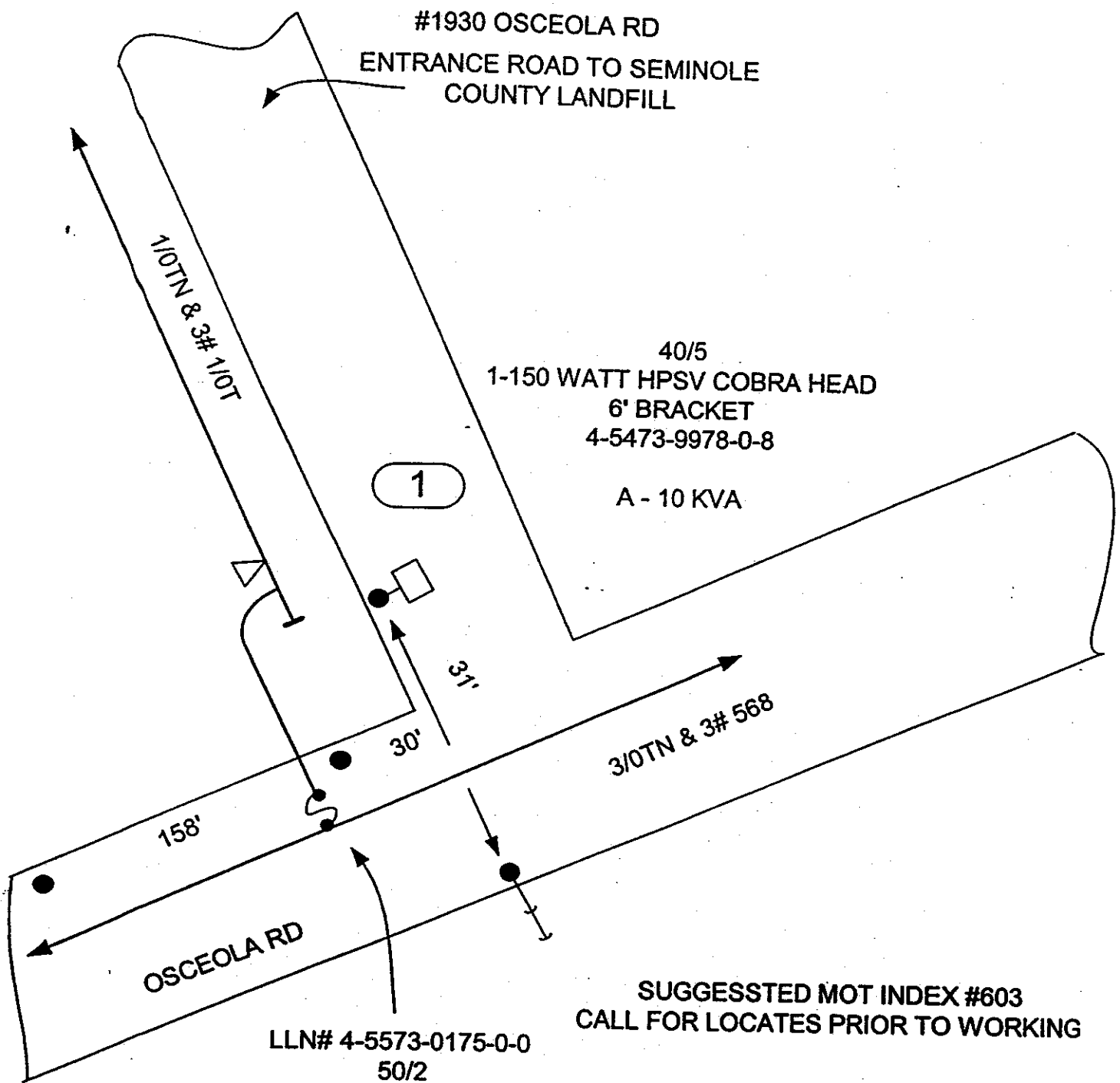
\_\_\_\_\_  
(Print or type name)

C. K. Johnson  
(Print or type name)

Title: \_\_\_\_\_

Title: Construction Services Representative

☐ INACCESSIBLE 
 ☐ 13 kV 
 ☐ FUTURE 23 kV 
 ☒ 23 kV 
 ☐ SALT SPRAY 
 ☐ \_\_\_\_\_



**SUGGESTED MOT INDEX #603  
CALL FOR LOCATES PRIOR TO WORKING**

<b>AS-BUILT CREW PRINT</b>		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS.		JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RED		<b>AS-BUILT COPY</b>	
CREW'S SIGNATURE _____ DATE _____ FOREMAN'S SIGNATURE _____ DATE _____		SUPERVISOR'S SIGNATURE _____ DATE _____ INITIALS _____ COST. DATE _____		<b>FPL</b>  PROVIDE 1-150 WATT STREET LIGHT @ 1930 OSCEOLA RD, GENEVA			
Easement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Survey/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
Free Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		City _____ County Rd. _____ County Air _____ State Road _____ FAA _____ WMD _____ RR Xing _____ DR. Dist. _____ Transm. _____					
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per _____ Telephone Co. Job No. _____					
DLE LINE FEET 0'		DUCT BANK FT. 0'		Designed by: C K JOHNSON		Date: 03/15/03	
DLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		Drawn by: CKJ Check by: _____		Dwg No. 1 OF 1	
W/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Posted by: _____		Rural Location Sec. 1 TWP. 20 S.R. 32 E.		SCALE: N.T.S. Sl. Lt MAP No. _____ Pri Map No. P45573	
				WR 485964 IWR 7435-040-0231		M/A CF	

STREET LIGHTINGRATE SCHEDULE: SL-1AVAILABLE:

In all territory served.

APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. Customer-owned systems will be of a standard type and design, permitting service and lamp replacement at no abnormal cost to FPL.

SERVICE:

Service includes lamp renewals, energy from dusk each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

LIMITATION OF SERVICE:

For Mercury Vapor, Fluorescent and Incandescent luminaires, no additions or changes in specified lumen output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Street Light System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Street Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.716)

(Continued from Sheet No. 8.715)

REMOVAL OF FACILITIES:

If Street Lighting facilities are removed either by Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

'MONTHLY RATE:

Luminaire Type	Lamp Size		KWH/Mo. Estimate	Charge for FPL-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)	
	Initial Lumens/Watts			Fixtures	Mainte- nance	Energy Non-Fuel **	Total ***	Relamping/ Energy ****	Energy Only
High Pressure									
Sodium Vapor	5,800	70	29	3.55	1.36	.72	5.63	1.41	.72
" "	9,500	100	41	3.62	1.37	1.02	6.01	1.72	1.02
" "	16,000	150	60	3.72	1.40	1.49	6.61	2.19	1.49
" "	22,000	200	88	5.64	1.79	2.18	9.61	2.88	2.18
" "	50,000	400	168	5.71	1.76	4.17	11.64	4.88	4.17
" "	* 12,800	150	60	3.88	1.56	1.49	6.93	2.42	1.49
" "	* 27,500	250	116	6.00	1.90	2.88	10.78	3.62	2.88
" "	* 140,000	1,000	411	9.04	3.47	10.19	22.70	11.83	10.19
Mercury Vapor	* 6,000	140	62	2.81	1.23	1.54	5.58	2.23	1.54
" "	* 8,600	175	77	2.84	1.23	1.91	5.98	2.60	1.91
" "	* 11,500	250	104	4.74	1.77	2.58	9.09	3.32	2.58
" "	* 21,500	400	160	4.73	1.75	3.97	10.45	4.69	3.97
" "	* 39,500	700	272	6.68	2.96	6.75	16.39	8.31	6.75
" "	* 60,000	1,000	385	6.85	2.88	9.55	19.28	10.53	9.55
Incandescent	* 1,000	103	36				7.06	2.61	.89
" "	* 2,500	202	71				7.47	3.48	1.76
" "	* 4,000	327	116				8.90	4.65	2.88
" "	* 6,000	448	158				10.03	5.69	3.92
" "	* 10,000	690	244				12.33	7.95	6.05
Fluorescent	* 19,800	300	122				-	3.94	3.03
" "	* 39,600	700	264				-	7.73	6.55

\* These units are closed to new FPL installations.

\*\* The non-fuel energy charge is 2.480¢ per kwh.

\*\*\* Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

\*\*\*\* New Customer installations of those units closed to FPL installations cannot receive relamping service.

## Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$ 2.54
Concrete pole used only for the street lighting system	\$ 3.49
Fiberglass pole used only for the street lighting system	\$ 4.13

Underground conductors not under paving	1.91¢ per foot
Underground conductors under paving	4.66¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

(Continued on Sheet No. 8.717)

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 2.060¢ per kwh of estimated usage of each unit plus adjustments.

During the initial installation period:

Facilities in service for 15 days or less will not be billed;

Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$120.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$120.00 cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminate service to the fixture.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Fuel Charge	See Sheet No. 8.030
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.